

PATENT  
Our Docket: P-LA 1245

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: )  
Border and Ruoslahti ) Examiner: E. Rabin  
Serial No.: 08/349,479 ) Group Art Unit: 1644  
Filed: December 2, 1994 )  
For: INHIBITING TRANSFORMING )  
GROWTH FACTOR  $\beta$  TO )  
PREVENT ACCUMULATION )  
OF EXTRACELLULAR MATRIX )  
Asst. Commissioner for Patents  
Washington, D.C. 20231

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Graham 03  
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TERMINAL DISCLAIMER

Sir:

The Burnham Institute (formerly known as The La Jolla Cancer Research Foundation), La Jolla, California, is the assignee and the exclusive owner of the entire right, title and interest of, in and to the above-identified application, which is a continuation of U.S. Serial No. 08/196,892, filed February 14, 1994; which is a continuation of U.S. Serial No. 07/416,656, filed October 3, 1989; which '656 application is also assigned to and owned by said The Burnham Institute, as indicated by the Assignments filed in connection with U.S. Serial No. 07/416,656, recorded by the U.S. Patent and Trademark Office at Reel 5285, Frame 0031; Reel 5285, Frame 0034; and Reel 5285, Frame 0028. (See the Certificate under 37 C.F.R. § 3.73(b) which is attached hereto as Exhibit 1).

The Burnham Institute hereby disclaims the terminal part of any patent granted on U.S. Serial No. 08/349,479 that

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would extend beyond the expiration date, if any, of the following United States patent applications:

U.S. Serial No. 08/407,942 (P-LA 1415), filed March 21, 1995 which is a continuation of U.S. Serial No. 08/206,246, filed March 3, 1994, which is a continuation of U.S. Serial No. 07/803,285, filed December 4, 1991, which '285 application is also assigned to and owned by said The Burnham Institute, as indicated by the Assignments filed in connection with U.S. Serial No. 07/803,285, recorded by the U.S. Patent and Trademark Office at Reel 6041, Frame 0491; Reel 6021, Frame 0888; and Reel 6022, Frame 0672;

U.S. Serial No. 08/459,865 (P-LA 1534), filed June 1, 1995, which is a continuation of U.S. Serial No. 08/310,816, filed September 22, 1994, which is a continuation of U.S. Serial No. 07/985,674, filed December 4, 1992, which '674 application is also assigned to and owned by said The Burnham Institute, as indicated by the Assignments filed in connection with U.S. Serial No. 07/985,674, recorded by the U.S. Patent and Trademark Office at Reel 6508, Frame 0133; Reel 6508, Frame 0143; and Reel 6508, Frame 0138; and

U.S. Serial No. 08,457,707 (P-LA 1532), filed June 1, 1995, which is a continuation of U.S. Serial No. 08/349,479, filed December 2, 1994, which is a continuation of U.S. Serial No. 08/196,892, filed February 14, 1994, which is a continuation of U.S. Serial No. 07/416,656, filed October 3, 1989, which '656 application is also assigned to

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and owned by said The Burnham Institute, as indicated by the Assignments filed in connection with U.S. Serial No. 07/416,656, recorded by the U.S. Patent and Trademark Office at Reel 5285, Frame 0031; Reel 5285, Frame 0034; and Reel 5285, Frame 0028.

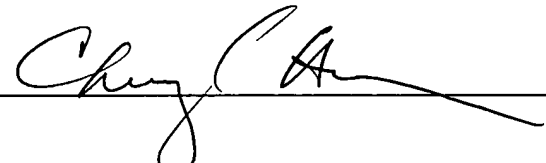
The Burnham Institute further agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patents issuing from patent application Serial Nos: 08/407,942; 08/459,865; and 08/457,707. This agreement shall run with any patent granted on the above-identified application and be binding upon the grantee, its successor or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321, has all claims canceled by reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

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The undersigned, whose title is given below, is empowered to represent the assignee, The Burnham Institute.

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent resulting therefrom.

Date: Aug. 25, 1995 By:   
Title: Vice President/CAO